

North Mahaska CSD North Mahaska EA

7/1/2006 6/30/2007

MASTER CONTRACT
AGREEMENT BETWEEN

THE
NORTH MAHASKA
COMMUNITY SCHOOL DISTRICT

AND

THE
NORTH MAHASKA
EDUCATION ASSOCIATION

FOR THE 2006-2007 SCHOOL YEAR

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ARTICLE I GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim or dispute concerning the interpretation or application of the terms of this agreement.

B. Procedures

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee (or, in the event of an appeal to arbitration the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the instructional program and related work activities of the grieving employee or of other employees. The administration shall determine whether interference has occurred under this paragraph. The Board may waive these time limits during non-student contact time.
4. At any step, the grievant may be represented, at his/her request, by the Association or another representative, but the grievant(s) must also be present at the proceedings.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if leaving it unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.

a. Procedural Steps

(1) First Step

An attempt shall be made to resolve any grievances in informal discussion between the grievant and the principal or a designated representative. The grievant shall make it clear in this discussion that he/she is alleging a possible violation of the Agreement and shall state the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested.

(2) Second Step

If the grievance cannot be resolved informally, the employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal or a designated representative. The written grievance shall state the nature of the grievance

shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within ten (10) working days from the date of the occurrence or first knowledge of the event giving rise to the grievance. The Principal or the designee shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) working days after receipt of the grievance. In the event the principal schedules a meeting with the grievant, he/she shall have five (5) working days after the meeting to render a decision.

(3)Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file within five (5) working days of the written decision at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and the Superintendent or a designee, other than the principal involved in the Second Step, shall meet to resolve the grievance. The Superintendent or the designee shall file an answer within ten (10) working days of the Third Step grievance meeting and communicate it in writing to the grievant.

(4)Fourth Step

If the grievance is not resolved satisfactorily at Step Three, there shall be available a Fourth Step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within fifteen (15) days from the receipt of the Step Three answer to enter into arbitration. An employee filed grievance may proceed to arbitration only with the approval of the Association. The association may carry an employee's grievance to arbitration only with the approval of the employee.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Association which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one (1) name. The person whose name remains shall be the arbitrator.

The arbitrators's decision shall be submitted in writing within twenty (20) days of the hearing or the submission of briefs and shall set forth his/her findings, reasons and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Board by constitutional provisions, statutes, ordinance or special legislative acts.

Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the grievant and or his/her representative.

ARTICLE 2 DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct the regular monthly Association dues of such employee from his/her pay and remit such deductions by the twentieth (20th) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Board shall deduct one-tenth (1/10) of the total dues from each such employee, each month, beginning in September and ending in June each year. Requests for dues deduction shall be filed with the Board by September 10 of each year.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.

ARTICLE 3 LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be granted leave of absence for personal illness or injury with full pay in the following amounts:

1st year of employment	15 days
2nd year of employment	16 days
3rd year of employment	17 days
4th year of employment	18 days
5th year of employment	19 days
6th and subsequent years of employment	20 days

With a maximum accumulation of ninety (90) days, plus twenty (20) days for the current year. The Board or its designee may request written verification of sickness or injury by the attending physician.

2. All sick leave benefits shall terminate and/or be forfeited upon termination of employment.
3. Sick leave benefits for maternity purposes, to the extent of an employee's accumulated sick leave, shall be paid only during the time of medical necessity which shall be the time medically indicated for the termination and recommencement of duties.
4. In the event an employee is medically unable to perform duties, and the employee has exhausted his/her accumulated sick leave, the employee may be granted an unpaid leave of absence for the balance of the school year in which sick leave is exhausted. The employee may continue insurance benefits at his/her own expense.
5. The Board may require a written verification from the employee's attending physician of the employee's fitness to perform duties.

B. Death in the Immediate Family

1. In the case of the death of the spouse, children, parents, siblings, or parents-in-law of the employee, the employee shall be granted three (3) days to be absent from duty by the Superintendent or his/her designee for attendance at the funeral and for other purposes directly arising out of said death with no deduction of pay. The Superintendent or his/her designee may grant two (2) additional days of leave for necessary travel.
2. In the case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, or others living in the home of the employee, the employee shall be granted permission to be absent from duty two (2) days without loss of pay, for attendance at the funeral. The Superintendent or his/her designee may extend this leave for necessary travel, not to exceed two (2) days.
3. The Superintendent shall have the authority to extend the above time limits in any specific instance. The Superintendent or designees shall be notified when a funeral leave is necessary. The employee may be requested to furnish proof of death and of the employee's relationship to the deceased.
4. Funeral Leave - The employee shall be granted one day per year for the funeral of someone other than an immediate family member as defined above:

C. Leave for Family Injury or Illness

Leave for serious injury or illness within the immediate family, which includes father, mother, son, daughter, spouse, or siblings shall be granted up to five (5) days annually. This leave is not to be an extension of personal leave. The Superintendent may request a certificate from the doctor verifying the seriousness of illness or injury of the immediate family member.

D. Sabbatical Leave

By request of the employee by March 1, a leave of one (1) year may be granted without pay by the Board for additional education with the following provisions:

1. The employee must be enrolled in a graduate degree program and must carry a minimum of twelve (12) hours each academic semester or its equivalent for one (1) year.
2. Only one (1) teacher per year shall be granted sabbatical leave.
3. If a request is refused one year, it shall be given preferential consideration the following year.
4. The employee may, at his/her own expense, continue to participate in the Group Insurance program, subject to approval by the insurance carrier.
5. Upon return, the employee shall be placed on the salary schedule step for which they are eligible; credit shall not be allowed for the year spent on sabbatical leave.
6. Seniority and sick leave shall not accrue during the year or sabbatical leave, but the employee shall retain his/her prior seniority and accumulated sick leave.

E. Personal Leave

Employees will be granted two (2) days per year of unidentified personal leave without loss of pay. No personal leave shall be granted to extend vacations. Personal leave days shall not be granted during the first two or last two weeks of the contract year, or in-service days, or on days of parent-teacher conferences except in cases of emergency. If an employee has not used all of his/her personal leave days, one (1) day may be carried over to the next school year. All requests for personal leave shall be made on the proper form. Requests for personal leave must be filed with the building principal at least one (1) week in advance except in cases of emergency. No more than one (1) teacher can be absent from a building on a given day for personal leave unless approved by the Superintendent.

F. Association Leave

The North Mahaska Education Association collectively shall be given six (6) days to attend conferences, conventions, or activities of the local, state and national affiliated organizations. Requests for such leave must be in the hands of the building principal seven (7) days prior to the date of leave. When a substitute is required, the Association shall reimburse the school for the cost of the substitute. Association leave shall be granted in units of not less than one-half (1/2) day.

Four (4) teacher days total will be provided for attendance at an interest arbitration hearing in the North Mahaska District. When a substitute is required, the Association will bear the cost.

G. Jury Duty Leave

1. An employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Pay received for jury service, except mileage payments, shall be transmitted to the Board as soon as possible after receipt by the employee. It is understood that no transmittal of jury pay will be made to the Board for such service on any day the employee would not have worked for the School District.
2. In order to receive the payment under this section, the employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service, except under extenuating circumstances, and must furnish satisfactory evidence that the service was performed on the days for which payment is claimed. An employee not required to perform jury duty all day shall return to work.

H. Professional Leave

Employees may be granted paid leave to attend professional conferences, meetings, workshops, or visitations of other programs. Employees must file a written request for professional leave with the building principal at least one (1) week in advance. The employer shall pay or reimburse the approved costs of transportation, and registrations for employees who are requested to attend a conference, meeting or workshop.

I. Special/Temporary Leave

Employees covered under this Agreement may be granted a special leave of absence without pay upon the approval of the Superintendent or his/her designee.

ARTICLE 4 HOURS

The length of the employee workday shall consist of not more than eight (8) hours including provisions for lunch. Each teacher shall have a 25-minute duty-free lunch.

The workday may be extended for a reasonable number of faculty meetings, other meetings, activities, conferences, or duties which necessitate employee attendance.

On Friday, employees may leave fifteen (15) minutes after student departure time, unless special activities are scheduled. On days preceding holidays or vacations, employees may leave as soon as the buses have left the building. When school is dismissed due to concerns about safe driving conditions, the employees may leave as soon as the buses have left the parking lot.

By mutual agreement of the supervisor and employee, these hours may be adjusted.

ARTICLE 5 WAGES AND SALARIES

A. Placement on the Salary Schedule

1. Placement

Credit up to twelve (12) years of any salary level on the employee's salary schedule may be given new employees for previous teaching experience in a duly accredited school upon initial employment. Determination shall be made by the Board. When, in the Board's judgment, it is necessary to hire an employee at a higher salary level, up to an additional three years of experience (vertical steps) may be credited to the employee.

2. Part-Time or Extended Contract

All contracted, regular part-time employees shall receive a salary proportional to the amount of time employed for his/her step on the Salary Schedule. Employees contracted for additional days of service beyond the regular contract year shall be paid on a per diem basis based upon their basic placement on the Salary Schedule, except for Phase III activities and except as provided below.

B. Educational Lanes

1. Advancement on Salary Schedule

Employees on the regular Salary Schedule will, with approval, be granted one (1) vertical step on the Schedule for each year of service until the maximum for their educational classification is reached. Employees advancing horizontally into another educational lane shall not be granted more than one (1) step vertically. A year of service consists of employment in the District for one (1) semester of consecutive teaching days or more in one school year (including paid leaves of absence.)

Employee educational advancement on the Salary Schedule shall only be for courses that are part of an employee's educational program within his/her particular assigned teaching area and/or for pursuing an advanced degree in their assigned teaching area. The hours/degrees

earned must be earned subsequent to obtaining the B.A/B.S. in education. All such courses to be used for advancement are to be approved by the Superintendent. Advanced degrees to be used for salary advance must be in the employee's subject area assignment or a related educational field. For an employee to advance from one educational lane to another and receive compensation, the employee shall file written notification of their intent, no later than March 1st of the school year prior to when they will plan to make that lane advancement. The employee shall then file suitable evidence or additional credit with the Superintendent no later than September 10 of each year in which he/she is eligible to move. Master's degree must be in teaching or related field to qualify for an MA column; otherwise, placement will be on a BA +30 column. No advances on the Salary Schedule shall be made during the school year.

C. Vocational Agriculture

Vocational Agriculture teachers contracted for additional days of service beyond the regular contract year shall be paid on a per diem basis based upon their basic placement on the Salary Schedule. If the contract is for twelve (12) months of service, two (2) weeks of paid vacation shall be provided during the summer months.

D. Chapter/Title I Teachers

Chapter/Title I teachers shall be placed on the appropriate step of the salary schedule. The number of days service in the year, or percentage of each day's service to be provided will be adjusted so that the salaries will be within the Chapter/Title I funds.

E. Summer Music

Summer music teachers shall be paid at \$12.00 per hour, not to exceed forty (40) hours per week for up to four (4) weeks.

F. Driver's Education

Driver's Education shall be paid \$500 per semester for driving time outside the regular school day.

G. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th of each month for regular compensation from the regular salary schedule and the supplemental pay schedule.

2. Exceptions

- a. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day, whenever possible.
- b. Early Pay For New Teachers. A teacher new to the system shall receive half of the first month's regular salary from the regular Salary Schedule after two (2) weeks of teaching if the teacher so desires. The rest of his/her salary would be divided equally over the remaining twelve (12) pay dates of the year.

3. Final Pay

When an employee is leaving the District, the employee shall have the option of receiving all of the employees earned, contracted salary on the June paycheck

4. Summer Checks

Teachers may receive July and August checks with the June check if written requests are made to the Board Secretary by June 1. Summer checks shall be mailed to the address designated by the employee.

5. Direct Deposit

Teachers may have their paychecks directly deposited to a bank of their choice. The bank chosen must be able to handle direct deposit transactions.

H. Excellence In Education Funds

Funds received by the district from Phase I and II payments will be combined and called for purposes of this agreement "The Excellence In Education Fund." Eligible employees (as defined in Chapter 294A) shall be paid the minimum annual salary specified by law.

Regular part-time employees shall receive a prorated amount. Amounts necessary to pay the minimum salary amount which are above the amounts of the regular salary schedule, including FICA and IPERS, shall be paid from the Excellence In Education Fund. The balance of the Excellence In Education Fund shall be distributed equally (after deduction of FICA and IPERS) to all eligible employees including those receiving minimum salary supplements. Regular part-time employees shall receive a prorated amount.

The eligibility of employees to receive Excellence In Education funds will be determined as of October 1. Excellence in Education funds shall be paid in eleven (11) equal installments, commencing with the October pay period. Excellence In Education funds shall not be paid or shall be adjusted (with Excellence In Education funds made above the minimum salary adjusted first) if Phase I and II payments are not made to the District or are not paid in the amount expected. If payments are made to the District after expected, employees shall receive delayed Excellence In Education payments with the following regular pay installments after receipt of the money. Payments from the Excellence In Education Fund shall be reduced for each day of unpaid leave, in excess of five (5) days, in the same manner as regular compensation is reduced.

I. Special Projects

Special projects that are proposed by a teacher or team of teachers must be submitted to the building Principal and be approved by the Board. Special projects proposed by the Board will be offered to the teacher or teachers who may be responsible for the project. If the proposal is approved or accepted, the employee(s) shall be compensated at the rate of \$12 per hour when they submit a request for payment on the proper form to the Board Secretary and the payment is approved by the board

J. ICN Payment

A teacher will be paid an additional \$150 per satellite site that they teach to, with a maximum of three sites, or \$450. They will also receive an additional \$50 per student that they teach from a class from the satellite site, with a maximum additional payment of \$750. The minimum additional pay per ICN semester class taught will be \$600 paid to the teacher for teaching the class. Based on this, the minimum extra pay for a semester class would be \$600 and the maximum extra pay would be \$1200. It is agreed that a teacher will not teach more than two ICN classes in any one semester.

**ARTICLE 6
HOLIDAYS**

Holidays on which employees shall be paid but not required to perform duties shall be Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

**ARTICLE 7
VACATIONS**

Good Friday shall be a non-paid vacation day.

Presidents' Day plus two (2) other days, selected at the Board's discretion, occurring after February 1, shall be non-paid vacation days, all subject to use as makeup days for school calendar days earlier missed. In the scheduling of these days as makeup days, the Monday after Easter shall be the last day used.

**ARTICLE 8
INSURANCE**

A. Health Insurance

The District shall make available, through ISEBA- Wellmark BC/BS, two health insurance plans, one of which has a \$500 deductible and a \$1,000 out of pocket expense. The District will pay \$577.52 per month toward the purchase of one of these health insurance plans for each eligible regular employee contracted to work thirty (30) or more hours per week. The District will pay \$288.76 per month toward the purchase of one of these health insurance plans for each regular employee contracted to work at least twenty (20) but less than thirty (30) hours per week. If the monthly premium for the insurance plan selected by the employee is less than the amount provided by the District, the difference may be applied toward family insurance, or be taken as additional wages. While an employee may refuse insurance coverage by the district, an employee must take coverage under one of the health plans in order to receive the difference as additional wages. Employees taking a family plan shall have deducted by payroll withholding the premium amounts in excess of the District's contribution, with such withholding done on a pretax basis, subject to federal and state laws.

B. Life Insurance Accidental Death and Dismemberment

The Board will pay the monthly premium costs for \$25,000 Term Life Insurance plus \$25,000 Accidental Death and Dismemberment for each eligible regular employee contracted to work at least twenty (20) hours per week.

C. Long Term Disability

The board will pay the monthly premium costs for Long Term Disability Insurance for each eligible regular employee contracted to work at least twenty (20) hours per week. Phase I and II salary from the Excellence in Education Fund shall be deemed regular compensation for disability coverage.

D. Cafeteria Plan For Insurance

A cafeteria plan will be offered to all employees covered under this contract. This would allow these employees to use pretax dollars for health care, dental expenses, day care, eye care or any other expenses that are allowed by law under this type of plan. No additional dollars will be added by the Board to fund this plan.

E. Limitations and Provisions

All provisions of insurance coverage shall be those set forth in the respective insurance policies. This includes, but is not limited to, eligibility, beginning and termination dates, benefits and exclusions.

F. The Board shall have the right to procure the insurance referred to in this Article from any reputable insurance company.

G. The parties agree that there will be no substantial change in the current health insurance coverage during the term of this Agreement without the agreement of both parties.

H. Duration

The employer contributions to insurance shall commence within thirty (30) days of commencing employment and shall terminate on the last day of the calendar month in which the employee terminates employment or has employment terminated, unless such termination occurs at the end of the school year, in which case, the above stated employer contributions to insurance shall terminate on August 31. Employees on unpaid leave of absence shall not have employer contributions to the insurance program but may continue coverage by paying the premiums in advance with approval of the carriers.

**ARTICLE 9
EVALUATION PROCEDURES**

A. Number. Employees shall be formally evaluated at least two (2) times during each of the first three (3) consecutive years of employment with the District. Beyond the third year of service, employees will be formally evaluated at least once every three years. Formal evaluations of extra-curricular coaching shall be conducted separately from other duties and shall be conducted as deemed practical and possible by the administration.

B. Observations. Each formal evaluation shall be preceded by at least one (1) formal observation of the employee's performance. Employees not assigned to classrooms for the majority of their duties (for example, counselors and media specialists) shall have a conference with the evaluator prior to completion of the formal evaluation.

C. Written Formal Evaluation and Conference. A copy of the written formal evaluation shall be presented to the employee and a conference held with the employee within ten (10) days of the last formal observation (or conference) or at a later time as arranged with the employee. The employee shall be asked to sign the written formal evaluation. Such signature shall only indicate the employee's awareness of the contents and shall not be interpreted to mean agreement with the contents.

D. Response. The employee may respond to the written formal evaluation by filing a written response within five (5) school days of the formal evaluation conference.

- E. Grievances. An employee who has completed two (2) continuous years of service with the District (or three years of continuous service, if the employee agreed to a third year of probationary status), who receives a formal evaluation which concludes that the overall performance is unsatisfactory, shall have the right to challenge the formal evaluation as unfair, unjust, or inaccurate through the grievance procedure set forth in this Agreement.
- F. Complaints. Copies of complaints directed toward an employee which are placed in the employee's official evaluation file shall be given to the employee within ten (10) school days of placement in the file. The employee may respond to the complaint by filing a signed, written response within five (5) school days of receipt of the complaint by the employee.
- G. Evaluation File. Employees shall have the right to review and copy formal evaluations and written complaints and responses contained in their official evaluation file.
- H. Individual Career Development Plans.
1. Each teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan.
 2. The evaluator will meet with the teacher to review the plan, modify the plan to reflect the teacher's and the school district's needs, and approve the plan. This meeting will be held within 30 (school) days of its submission. Both the teacher and the evaluator will have a copy of the plan.
 3. Modification of the plan can be made at any time. The teacher and evaluator shall sign and date the modification.
 4. The evaluator and the teacher shall establish a time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting, a copy of the annual update shall be signed and dated prior to being placed in the teacher's personnel file.

ARTICLE 10 TRANSFER PROCEDURE

A. Voluntary Transfers

1. Posting

A notice of an opening creating an opportunity to transfer shall be posted in each building at least five (5) calendar days before the final date when applications must be submitted. Openings shall be posted on or before the date on which the position is advertised in the newspaper.

2. Application

Any employee possessing the necessary qualifications may apply for consideration for any posted vacancy. Such application must be in writing and delivered to the Superintendent by the date specified on the notice. An application must be made each time an opportunity is posted, and applications shall not carry over from one opportunity to transfer to another.

3. Determination

All applications for transfer shall be considered along with applications from non employees. Written notice of the denial of a voluntary transfer shall be delivered or sent to the employee within ten (10) days of the filling of the position. Upon request of the employee, a conference shall be held between the administration and the employee to discuss why a transfer was not granted.

B. Involuntary Transfers

An employee being involuntarily transferred (transferred without the consent of the employee) shall be notified of such action and the reasons therefore as soon as reasonably possible.

**ARTICLE 11
REDUCTION OF STAFF**

1. Reduction is defined as less than the current contract.
2. The Board, in making a reduction, shall follow the procedures specified within each category.
3. The categories are:

Elementary (K-6)

Regular Classroom Teacher
Art
Vocal Music
Instrumental Music
Physical Education
Media
Resource
Special Reading
Guidance Counselor
Special Education
Health Services
Other

Secondary (7-12)

Driver Education
Art
Vocal Music
Instrumental Music
Physical Education
Media
Resource
Special Education
Guidance Counselor
Special Reading
Health Services
Language Arts
Social Studies
Mathematics
Science
Foreign Language
Home Economics
Industrial Arts
Business Education
Vocational Agriculture
Other

4. The order of reduction within each category shall be pursuant to the procedures specified below:

Step 1. Normal attrition resulting from employees retiring, resigning, or voluntary reduction will be relied upon to the extent it is administratively feasible.

Step 2: Staff members with emergency and/or temporary certification shall be reduced first, unless needed to maintain a program.

Step 3: Staff members currently on probation, or who were held on the same step of the salary schedule the previous year, may be reduced next.

Step 4: Employees within their first year of service in the District will be reduced next, unless needed to maintain a program.

Step 5: The remaining employees to be reduced will be determined by the following seniority ranges:

5. (a) Within each category, the following ranges of seniority shall apply: 1-2 years, 3-5 years, 6-8 years, 9-11 years, 12 or more years. No employee shall be dismissed unless all the employees in the same category in the lower range(s) have been dismissed. (For example, an employee in the

K-6 Regular classroom teacher category with three (3) years of seniority shall not be dismissed as long as there are employees in the K-6 Regular classroom teacher category in the 1-2 years range.)

- (b) The Administration shall determine within each category which employee shall be reduced and notify the employee according to the provisions provided in this Article.

The following criteria may be used in the determination of reduction within the seniority ranges:

- 1) Professional preparation within the category.
 - 2) Teaching experience within the category.
 - 3) The District's ability to maintain programs.
 - 4) Evaluations.
6. Extra duty assignments may be a relevant and an important factor used by the Board to determine if an employee is needed to maintain a program or if the Board needs to make a choice between two or more employees
 7. An employee teaching in more than one category may reduce an employee within the category not affected by the initial reduction.
 8. Seniority shall be defined as an employee's length of full-time continuous service with the employer since the employee's last date of hire. A part-time employee shall accrue seniority on a pro rata basis. Administrators who are in positions not covered by the bargaining unit shall, in the event of a layoff or reduction in force at the administration level, nevertheless, retain bargaining unit seniority, as defined by section 8 above, in their major teaching area which can be used by them if they are reassigned by the Board to the bargaining unit.
 9. When the number and names of the employees to be reduced has been determined by the Board, it will notify the employees and the Association in writing, stating the reasons for such reduction. The reduction of each employee shall commence on the date specified by the Board in the notice of reduction to the affected employee and the Association.

10. Laid off employees shall advise the Superintendent of their current address and other employment during layoff. Employees shall have recall rights, for two years, to any position which becomes available within the category from which the employee was laid off. If two years has elapsed since the employee's layoff, they shall have no recall rights. Any employee employed by another District during the recall period shall forfeit all recall rights and benefits. Any employee reemployed by exercising their recall rights shall maintain all unused accumulated sick leave and shall be placed on the proper step of the salary schedule. An employee on recall shall not accrue any sick leave, seniority, or experience on the salary schedule. If an employee fails to notify the Superintendent of a change of address, any recall rights shall terminate.
11. An employee shall be notified of recall in writing, specifying the vacancy and the date of recall. Any and all recall rights shall terminate unless, within five (5) calendar days after the employee receives notice of reemployment, he/she advises the Board in writing that he/she accepts the position offered in such notice and he/she will be able to commence employment on the date specified in the notice. Notice of recall or acceptance of recall shall be considered received when mailed by registered mail, return receipt requested, to the last known address of the party in question as shown on the School District's records. Notice shall also be effective if personally delivered to the employee, the employer or Secretary of the Board or a person designated by the notice.
12. In the event of realignment of any employee between categories, that has been approved by the Superintendent, the employee shall retain his/her seniority.
13. Employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1, shall not be eligible for the benefits of this Article and no matter concerning staff reduction of such employees or any employee with less than two years of seniority shall be subject to the grievance procedure.

ARTICLE 12 SUPPLEMENTAL PAY

A. Definition

A supplemental salary schedule for special assignments judged solely by the Board as being outside of regular school hours, shall be established. Some assignments may require duties to be performed during the regular school hours. This will be determined by the Board. A supplemental schedule is attached.

B. Experience

Advancement on the salary schedule shall be allowed for up to nine (9) years experience. The step of the salary schedule used to determine the supplemental pay will be the first eight (8) steps of the BA educational lane.

ARTICLE 13
COMPLIANCE AND DURATION OF AGREEMENT

A. Finality and Effect of Agreement

1. This agreement supersedes and cancels all previous agreements and practices relating to items covered in this Agreement between the Board and the Association or any employee, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The foregoing is not to prohibit either party from introducing items in future negotiation years which were withdrawn by either of the parties to achieve this Agreement.

B. Reopener

If, during the life of this contract, the Board and the Association mutually agree, negotiations will be reopened with the intent of amending only that part of the contract.

C. Separability

If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such item and only such item or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other items or applications shall continue in full force and effect.

D. Printing Agreement

Copies of the Agreement shall be printed, with the cost to be shared equally between Board and Association, after agreement on the format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed. The Association shall be provided with five (5) additional copies.

E. Notifications

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter to the spokesperson of the other negotiating team or to the President of the other body.

F. Duration Period

This Agreement shall be in effect from July 1, 2006 to midnight June 30, 2007.

SIGNATURE CLAUSE

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 20th day of March, 2006.

ASSOCIATION

By Barbara Vandewilt 3/21/06
President Date

Date

By Kevin Kelderman 3/21/06
Chief Negotiator Date

BOARD OF DIRECTORS

By Mark H. Miller
President

By Randy R. Miller 3-20-06
Chief Negotiator Date

2006-07 SALARY SCHEDULE

YEAR	BA	BA+15	BA+30	MA	MA+15
	1	2	3	4	5
1	26,250	27,560	28,870	30,180	31,490
2	26,930	28,260	29,590	30,920	32,250
3	27,610	28,960	30,310	31,660	33,010
4	28,290	29,660	31,030	32,400	33,770
5	28,970	30,360	31,750	33,140	34,530
6	29,650	31,060	32,470	33,880	35,290
7	30,330	31,760	33,190	34,620	36,050
8	31,010	32,460	33,910	35,360	36,810
9	31,690	33,160	34,630	36,100	37,570
10	32,370	33,860	35,350	36,840	38,330
11	33,050	34,560	36,070	37,580	39,090
12	33,730	35,260	36,790	38,320	39,850
13		35,960	37,510	39,060	40,610
14		36,660	38,230	39,800	41,370
15			38,950	40,540	42,130
16				41,280	42,890
17				42,020	43,650

EXTRA CURRICULAR SALARY SCHEDULE- 2006-07

BASE= 26,250

ACTIVITY	PERCENT	ACTIVITY	PERCENT
Annual	0.030	Track	Head 0.085
A.D.	0.120		Asst. JH 0.035
Football	Head 0.100	Cross Country	0.030
	Asst. JV 0.070	Golf (B&G)	0.030
	Asst. JH 0.045	Class Play	0.030
Basketball	Head 0.100	Speech	0.050
	Asst. JV 0.070	Newspaper	Hawkeye 0.030
	Asst. JH 0.045		Sw. Sc. 0.030
Wrestling	Head 0.100		Article 0.030
	Asst. JV 0.070	Student Coun.	0.020
	Asst. JH 0.045	Flags	0.030
BB/SB	Head 0.100	Class Sp.	12 \$200
	Asst. JV 0.070		11 \$500
	Asst. JH 0.045		10 \$100
Volleyball	Head 0.100		9 \$100
	Asst. JV 0.070		8 \$100
	Asst. JH 0.045		7 \$100
Cheerleader	FB 0.040	Science Fair	\$100
	JHFB 0.025	Music	Instr. 0.120
	BB 0.040		Vocal 0.045
	JHBB 0.025		Elem. 0.045
	V 0.040	NHS	\$100
	JHV 0.025	Ticket Taking	\$15